

ATTACHMENT 2

Fund Transfer Agreement with Caltrans

FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), IS ENTERED INTO EFFECTIVE ON **February 1, 2012**, between the State of California, acting by and through its Department of Transportation, referred to herein as **DEPARTMENT**, and the County of San Luis Obispo, hereinafter referred to as **AGENCY**.

RECITALS

1. Under this FTA, the **DEPARTMENT** is conveying State grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-0890(c), who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY**.
2. **AGENCY** has agreed to implement Oceano Community Revitalization Plan, hereinafter the Project, subject to the terms and conditions of this FTA. The Project Description (Scope of Work and Timeline) is attached hereto as **Attachment II**.
3. The resolution authorizing **AGENCY** to execute this FTA pertaining to above described Project is attached hereto as **Attachment I**.
4. All services performed by **AGENCY** pursuant to this FTA are intended to be performed in accordance with all applicable Federal, State, and **AGENCY** laws, ordinances, regulations, and **DEPARTMENT'S** published manuals, policies, and procedures, except that **AGENCY** laws, ordinances, or regulations may not be inconsistent with Federal and State laws, regulations, manuals, policies and procedures.
5. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
State Highway Account	100% State	\$149,974.00

6. This FTA is exempt from legal review and approval by the Department of General Services, because, as provided in Budget Act Line Item 2660-102-0890(c), it comprises a grant of State funds and is thus exempt from the provisions of the Public Contract Code pursuant to several opinions of the California Attorney General, including 58 Ops. AG 586 (1974), 63 Ops AG 290 (1980), and 74 Ops AG 10 (1991).

SECTION I

AGENCY AGREES:

1. To timely and satisfactorily complete all Project Work described in **Attachment II**.
2. **AGENCY** will attend a kickoff meeting with the **DEPARTMENT** to be scheduled within one (1) week from receipt of notice to proceed by the Caltrans' Contract Manager.

SECTION II

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, **AGENCY** and **DEPARTMENT** agree as follows:

1. **Notification of Parties**

- a. **AGENCY's** Project Manager is Chuck Stevenson, (805) 781-5197
- b. **DEPARTMENT's** Contract Manager is Cindy Utter, (805) 549-3648
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

County of San Luis Obispo
Attention: Chuck Stevenson
Project Manager
976 Osos Street, Room 300
San Luis Obispo, CA 93401

California Department of Transportation
District 5/Transportation Planning
Attention: Cindy Utter
50 Higuera Street
San Luis Obispo, CA 93401

2. **Period of Performance**

Reimbursable work under this FTA shall begin no earlier than on **February 1, 2012**, contingent upon approval of this FTA by **DEPARTMENT**, and will terminate on **February 28, 2014**.

3. **Changes in Terms/Amendment**

This FTA may only be amended or modified by mutual written agreement of the parties.

4. **Termination**

- a. The Department may terminate this FTA for convenience by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination or immediately for cause in the event of material breach.
- b. In the event of termination for convenience, the Department will reimburse **AGENCY** for all allowable, authorized costs up to the date of termination.

5. **Cost Limitation**

- a. The total amount reimbursable to **AGENCY** pursuant to this FTA by **DEPARTMENT** shall not exceed **\$149,974.00**.
- b. It is agreed and understood that this FTA fund limit is an estimate and that **DEPARTMENT** will only reimburse the cost of services actually rendered as authorized by the **DEPARTMENT** Contract Manager at or below that fund limitation established hereinabove.

6. **Payment and Invoicing**

- a. The method of payment for this FTA will be based on actual allowable costs. **DEPARTMENT** will reimburse **AGENCY** for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project work. Indirect costs are reimbursable only if the **AGENCY** has an approved indirect cost allocation plan as set forth in **Section 9.d**, below. The total cost shall not exceed the cost reimbursement limitation set forth in **Section 5.a**, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without an amendment to this Agreement, as agreed between **DEPARTMENT** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in the performance of the Project work. **AGENCY** must not only have incurred the expenditures on or after the Effective Date of this FTA and before the Termination Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its contractors, its subcontractors, and/or its sub recipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.
- d. **AGENCY** shall submit invoices to **DEPARTMENT** at least quarterly but no more frequently than monthly in arrears for completion of Milestones in accordance with the schedule in **Attachment II** to the satisfaction of the Caltrans Contract Manager. Invoices shall reference this FTA Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation
District 5/Transportation Planning
Attention: Cindy Utter
50 Higuera Street
San Luis Obispo, CA 93401
- e. Invoices shall include the following information:
 1. Names of the **AGENCY** personnel performing work
 2. Dates and times of service
 3. Locations of service (**AGENCY** - address)
 4. Itemized costs as set forth in **Attachment II**, including identification of each employee or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
 5. **AGENCY** shall submit written progress reports with each set of invoices to allow the **DEPARTMENT's** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this Agreement for material breach per **Section 4**, above.
 - g. **DEPARTMENT** will reimburse **AGENCY** for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as **DEPARTMENT** fiscal procedures permit upon receipt of an itemized signed invoice.
7. **Reports**
- a. Any document or written report prepared as a requirement of this FTA shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.
 - b. Refer to **Section II, Item 20**, below, regarding the Project Closeout Report.
8. **Local Match Funds**
- a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the start date and prior to the termination date of this FTA, unless expressly permitted as local match expenditures made prior to the effective date of this FTA by prior executed SB 2800 FTA for Local Match Fund Credit.
 - b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this FTA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II** or the amount, if any described in an executed SB 2800 (Streets and Highways Code section 164.53) agreement for local match fund credit, whichever is greater. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Environmental Justice and Community Based Transportation Planning Handbook located at the Office of Community Planning website:

http://www.dot.ca.gov/hq/tpp/offices/ocp/ej_cbtptoolbox.html
9. **Cost Principles**
- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 225 (formerly Office of Management and Budget Circular A-87), Cost Principles for State, Local and Tribal Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - b. **AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a contractor, subcontractor, or sub-grantee under this FTA shall comply with Federal administrative procedures in accordance with 49

CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit
- d. to be unallowable under 2 CFR, Part 225, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by **AGENCY** to **DEPARTMENT**. Should **AGENCY** fail to reimburse moneys due **DEPARTMENT** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, **DEPARTMENT** is authorized to intercept and withhold future payments due **AGENCY** from **DEPARTMENT** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- e. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to **DEPARTMENT** an Indirect Cost Allocation Plan and Indirect Cost Rate Proposal in accordance with 2 CFR, Part 225 and Local Assistance Procedures Manual (LPP 04-10).

10. Americans with Disabilities Act

By signing this FTA, **AGENCY** assures **DEPARTMENT** that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

11. Indemnification

Neither **DEPARTMENT** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon **AGENCY** under this Agreement. It is understood and agreed that **AGENCY**, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless **DEPARTMENT** and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents or subcontractors under this Agreement.

12. Non-Discrimination

- a. During the performance of this FTA, **AGENCY** and all of its subcontractors and its sub-recipients, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. **AGENCY**, its subcontractors, and sub-recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **AGENCY**, its subcontractors and sub-recipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0

et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set forth in full. **AGENCY**, its subcontractors, and sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.

- b. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.

13. **Funding Requirements**

- a. It is mutually understood between the parties that this FTA may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the FTA was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.
- b. This FTA is valid and enforceable only if sufficient funds are made available to **DEPARTMENT** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this FTA is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this FTA in any manner.
- c. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for the program and Project, this FTA shall be amended to reflect any reduction in funds.
- d. **DEPARTMENT** has the option to terminate this FTA under the thirty (30) day termination clause or to amend this FTA to reflect any reduction of funds. In the event of an unscheduled termination, the **DEPARTMENT** Contract Manager may reimburse allowable **AGENCY** costs in accordance with the provisions of **Article 4 of this Section III**.

14. **Audits and Records Retention**

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this FTA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **DEPARTMENT**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **DEPARTMENT** or its agents. In conducting an audit of the costs and match credits claimed under this FTA, **DEPARTMENT** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors

may be relied upon and used by **DEPARTMENT** when planning and conducting additional audits.

- b. For the purpose of determining compliance with applicable State and federal law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code section 8546.7, **AGENCY**, **AGENCY's** contractors, subcontractors, and sub-recipients and **DEPARTMENT** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of final payment to **AGENCY** under this FTA. **DEPARTMENT**, the California State Auditor, or any duly authorized representative of **DEPARTMENT** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- c. **AGENCY**, its contractors, subcontractors, and sub-recipients will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **DEPARTMENT**, for the purpose of any investigation to ascertain compliance with this FTA.
- d. Additionally, all grants may be subject to a pre-award audit prior to execution of the FTA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

15. Disputes

- a. Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the **DEPARTMENT** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The decision of the **DEPARTMENT's** Contract Officer shall be the **DEPARTMENT's** final decision regarding the dispute.
- b. Neither the pendency of a dispute nor its consideration by the **DEPARTMENT'S** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the FTA.

16. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by **DEPARTMENT's** Contract Manager unless expressly included (sub-recipient identified) in **Attachment II** as part of the identified Project work.
- b. **AGENCY** may use their procurement procedures as long as they comply with 49 CFR, Part §18.36 and Local Assistance Procedures Manual, Chapter 10. All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with 49 CFR, Part §18.36.

- c. Any subcontract entered into as a result of this FTA shall contain all the provisions stipulated in this FTA to be applicable to **AGENCY's** contractors/subcontractors.
- d. The **DEPARTMENT** does not have a contractual relationship with the **AGENCY'S** contractor's/subcontractors and the **AGENCY** shall be fully responsible for all work performed by its contractor's/subcontractors.
- e. Prior authorization in writing by the **DEPARTMENT** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs.
- f. Any subagreement entered into as a result of this FTA shall contain all of the provisions of this **Subsection 16**. Copies of all agreements with sub-recipients, contractors and subcontractors must be submitted to the Caltrans' Contract Manager.
- g. Any subcontract entered into by **AGENCY** as a result of this FTA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to Section **II.6.c**, supra.

17. Drug-Free Workplace Certification

By signing this FTA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs.
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - 1. Will receive a copy of the company's Drug-Free policy statement.
 - 2. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this FTA or termination of this FTA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **DEPARTMENT** determines that any of the following has occurred:

(1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

18. Relationship of Parties

It is expressly understood that this FTA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

19. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 1. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **DEPARTMENT** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 2. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 3. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 4. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 5. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 6. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 7. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. To use the State-owned data only for State purposes under this FTA.
- c. To not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) section 5335.1)

20. Project Close Out

- a. The FTA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the FTA expires. **AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project Closeout Report and final invoice to **DEPARTMENT** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

- b. **DEPARTMENT** reserves the right to withhold final payment to **AGENCY** pending receipt of final deliverable(s) by the **DEPARTMENT's** Contract Manager.
- c. **AGENCY** will provide five (5) copies and one (1) electronic version of the Project Close-Out report to the **DEPARTMENT's** Contract Manager.

SECTION III

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this FTA by this reference and attachment.

- I. **AGENCY** Resolution
- II. Scope of Work and Timeline

IN WITNESS WHEREOF, the parties hereto have executed this FTA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

COUNTY OF SAN LUIS OBISPO

By: _____

By: _____

Title: Contract Officer

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

SECTION III

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By: _____

By: _____

Title: Contract Officer

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Planning
Interim

IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Tuesday March 15, 2011

**PRESENT: Supervisors Frank Mecham, Bruce S. Gibson, Paul A. Teixeira,
James R. Patterson and Chairperson Adam Hill**

ABSENT: None

RESOLUTION NO. 2011-70

**RESOLUTION AUTHORIZING THE DEPARTMENT OF PLANNING AND BUILDING
TO SUBMIT AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION FOR AN ENVIRONMENTAL JUSTICE: CONTEXT SENSITIVE
PLANNING GRANT**

The following resolution is hereby offered and read:

WHEREAS, the County of San Luis Obispo has adopted land use principles, strategies, and implementation measures in the County General Plan for achieving more complete, vital, and economically viable communities, including policies encouraging alternative modes of transportation such as walking, cycling and use of transit to help reduce the number of vehicle miles traveled and provide healthier travel choices; and

WHEREAS, the County of San Luis Obispo wishes to prepare a revitalization plan for the town of Oceano that will identify needed improvements that would lead to safer and more walkable downtown and adjacent neighborhood areas, plan for improved mobility, address drainage, create more attractive streetscapes along Highway 1 leading to enhanced retail activity and jobs, and business strategies that will enhance tourism and lead to more sustainable economic growth for Oceano; and

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, procedures established by the California Department of Transportation require a resolution authorizing submittal of the application by the applicant's governing board before acceptance of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the development of the proposal,

NOW, THEREFORE BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. The County of San Luis Obispo authorizes the Director of Planning and Building Department ("applicant") to submit an application to the California Department of Transportation for an amount not to exceed \$150,000 in the category of Environmental Justice: Context Sensitive Planning Grant to implement General Plan policies,
2. Certifies that applicant understands the assurances and certification in the application, and
3. Certifies that applicant or title holder will have sufficient funds to develop the proposal or will secure the resources to do so, and
4. Certifies that the proposal will comply with any applicable laws and regulations.
5. Appoints the Director of the Department of Planning and Building, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Upon motion of Supervisor Patterson, seconded by Supervisor Mecham, and on the following roll call vote, to wit:

AYES: Supervisors Patterson, Mecham, Gibson, Teixeira and Chairperson Hill

NOES: None

ABSENT: None

ABSTAINING: None

the foregoing resolution is hereby adopted.

Adam Hill
Chairman of the Board of Supervisors
of the County of San Luis Obispo,
State of California

ATTEST

Julie L. Rodewald
County Clerk and Ex-Officio Clerk
of the Board of Supervisors,
County of San Luis Obispo,
State of California
By: /s/Sandy Currens
Deputy Clerk
[SEAL]

APPROVED AS TO FORM AND LEGAL
EFFECT:

WARREN R. JENSEN
County Counsel

By: /s/Timothy McNulty
Chief Deputy County Counsel

Dated: 3/03/2011

STATE OF CALIFORNIA)	ss.
COUNTY OF SAN LUIS OBISPO)	
I, JULIE L. RODEWALD, County Clerk of the above entitled County, and Ex-Officio Clerk of the Board of Supervisors thereof, do hereby certify the foregoing to be a full, true and correct copy of an order entered in the minutes of said Board of Supervisors, and now remaining of record in my office.	
Witness, my hand and seal of said Board of Supervisors this 16th day of March, 2011.	
JULIE L. RODEWALD	
County Clerk and Ex-Officio Clerk of the Board of Supervisors	
By: <u>Sandy Currens</u>	Deputy Clerk

Oceano Revitalization Plan

The County of San Luis Obispo will be the applicant and the grant recipient and manager, with the Local Government Commission (LGC) as a sub-recipient. LGC will assemble and lead a multi-disciplinary team of planning, design, and engineering experts. The roles and responsibilities of the County, sub-recipient, and consultants are detailed below.

San Luis Obispo County (County) will act as the fiscal administrator for the project and establish and oversee contractual agreements with the LGC. The County staff will coordinate with project partners and any advisory committees. Staff will also participate in the charrette, attend meetings, and prepare invoices and quarterly reports. Staff will also coordinate with LGC to help publicize the project and ensure public participation in all aspects of the community planning process.

The Local Government Commission (LGC) will organize and facilitate the public planning process, conduct outreach and prepare publicity materials, contract with and lead the project consultant team, and produce the resulting plan document. The LGC is a 501(c)(3) non-profit membership organization of agencies, elected officials, planning and design professionals, and community leaders that has been helping California local governments build livable, sustainable communities for 30 years. The LGC has conducted over 30 public design charrettes focusing on creating safe, walkable, bicycle-friendly and prosperous corridors, neighborhoods, and downtowns throughout California since 2001.

Opticos Design, Inc. will provide urban design and architectural expertise and prepare the principal visual planning and design products for presentations and the plan, including base maps, conceptual corridor and related development concepts, diagrams, renderings, and perspectives. Opticos is a Berkeley-based firm that has partnered successfully with LGC on numerous projects in California, many in small Coastal and Central Valley towns and unincorporated communities. The firm has extensive experience with strategies to create sustainable, pedestrian-oriented and economically viable places, and is highly skilled in public charrette-based planning. Opticos is also a national leader in the creation of innovative regulatory tools using form-based coding to facilitate high quality development and public spaces in a variety of scales and settings.

Nelson\Nygaard (NN) will provide transportation engineering expertise, with an emphasis on multi-modal transportation planning, traffic engineering, and complete streets and contextual roadway design. NN specializes in the development of transportation systems that balance the needs of all users of the public right-of-way while enhancing the livability of communities and neighborhoods. NN staff has served as transportation engineer on numerous LGC design charrettes in small unincorporated communities in California.

Lisa Wise Consulting, Inc. (LWC) is based in San Luis Obispo and will provide local-based land use planning, economic, and natural resource management expertise. The firm focuses on revitalizing urban areas and creating sustainable communities. LWC has extensive experience in the formulation and implementation of community plans, strategic economic analyses, feasibility studies, development codes, and housing elements with a strong reliance on stakeholder facilitation and participation. LWC has collaborated with LGC on past projects and has frequently partnered with Opticos Design on planning projects and the development of form-based codes.

Task 1: Management and Administration

San Luis Obispo County Planning and Building Department will be the administrator of the project, which includes contracting, reporting, accounting, invoicing, and provision of documentation as required by Caltrans. The County will designate a staff member from the Planning and Building Services Department to serve as project manager and facilitate interdepartmental coordination and communication with County elected officials and the public.

Task 1.1: Project Startup. The County will hold an administrative kick-off meeting with Caltrans District staff and LGC to discuss invoicing, progress reporting, grant procedures and establish overall project expectations. The County will contract with LGC and LGC will conduct contracting arrangements with consultant team members.

Task 1.2: Reporting. LGC will provide invoices and quarterly summaries of work performed and tasks completed to the County. County staff will participate in the project and submit reports as required to Caltrans.

Task	Deliverable	Documentation
1.1	<i>Kick-off meeting, project contracts</i>	<i>Agenda and summary notes</i>
1.2	<i>Fiscal management and project monitoring</i>	<i>Invoices and quarter reports with descriptions of tasks completed and work performed</i>

Task 2: Project Planning and Coordination

Task 2.1: Technical Advisory Committee. The County and LGC will form a Technical Advisory Committee (TAC) with members from County Planning and Public Works, Supervisor District staff, Caltrans, and Oceano Community Service District. The County will hold a kick-off meeting with the LGC and the TAC to clarify the scope of work and discuss the goals of the project. LGC team members will meet periodically with the TAC, with the option of having some meetings via conference call or webinar.

Task 2.2: Advisory Group. The County and LGC will form a Community Stakeholder Group with representatives from the Oceano Advisory Committee, business representatives, seniors, youth organizations, and others to provide community stakeholder perspectives on leading pedestrian, bicycle, transit and motorized traffic concerns and community development issues. The group will also provide guidance on the community engagement process, including identification of hot button issues, additional players and potential resources to pursue for plan implementation, and strategies to engage all segments of the community. LGC will meet twice with the CSG in advance of the community design charrette and maintain communication with CSG members for updates and input during the course of the project.

Task 2.3: Data Collection. The County and members of the TAC will coordinate with LGC team members to gather available information for the study area, including regional and City policy and code documents, bike and trail plans, traffic volume and crash data, regional blueprint and transportation plans, drainage and other infrastructure data and studies, and other relevant community planning documents.

Task 2.4: Map Preparation. The County will assist LGC team members with identifying and acquiring the best available aerial imagery and GIS data for the study area. LGC team

members will prepare base maps for design and analysis work and for use during meetings and community input activities.

Task	Deliverable	Documentation
2.1	<i>TAC formation and two meetings in Oceano (additional meetings will be held via phone conference as needed)</i>	<i>Agenda, list of members, summary notes</i>
2.2	<i>AG formation and two meetings in Oceano, on-going email and web communications</i>	<i>Agenda, list of members, summary notes</i>
2.3	<i>Collected planning information</i>	<i>Planning data list</i>
2.4	<i>Base maps</i>	<i>Electronic files and printed maps</i>

Task 3: Public Outreach and Community Awareness

LGC will work with County staff, Advisory Group, and TAC to identify effective outreach and publicity methods to encourage participation in the community events

Task 3.1 Outreach List. LGC will compile a comprehensive list of stakeholders to invite to the community engagement events. This list will include business owners on the Highway 1/Front Street corridor, community service groups, media outlets, business organizations (Chamber of Commerce), faith-based organizations, and other formal and informal contacts identified with the help of the Advisory Group.

Task 3.2 Produce Materials. LGC will produce flyers, posters, and other informational materials as deemed necessary in consultation with the Advisory Group and TAC. Key materials will be produced in English and Spanish to reach the Spanish-speaking population.

Task 3.3 Distribute Materials. LGC and advisory group members will distribute flyers and information about the charrette through their communication networks and provide flyers and posters to stakeholders and local leaders for distribution and display at service centers. Oceano Elementary School will be asked to send bilingual flyers home with students. Notices will be included with Oceano Community Service District bills.

Task 3.4 Media Publicity. Announcements and press releases will be distributed to local newspapers and newsletters, and other local media. Information will be posted on the County web site and other local web sites. LGC will solicit advisory group members to post signs or banners announcing events. Businesses and service centers will be asked to display posters.

Task	Deliverable	Documentation
3.1	<i>Outreach List</i>	<i>Electronic files</i>
3.2	<i>Outreach materials (flyers, posters, etc.)</i>	<i>Electronic and printed materials</i>
3.3	<i>Materials distribution</i>	<i>Distribution summary</i>
3.4	<i>Media publicity</i>	<i>Press releases, web postings, etc.</i>

Task 4: Charrette Events

The weeklong charrette is the centerpiece of this proposed community-based planning project and will consist of multiple public engagement activities concentrated over seven days. The activities

will be used to establish guiding principles and proposed design strategies for the revitalization plan. LGC will coordinate and facilitate all events. The LGC consultant team will be on hand throughout the events to translate the input into plan concepts.

Task 4.1: Agenda Development. LGC will coordinate with the TAC and the CSG to select dates, times and accessible locations for the community engagement events and determine event details and specific strategies to facilitate community input and collaboration. The charrette date will be set for Spring 2012 or Fall 2012, depending on which time period is determined optimal for community participation.

Task 4.2: Charrette Events. The conceptual schedule of activities includes:

- DAY 1: Conduct fieldwork. Hold 1–2 stakeholder group focus meetings (60-90 minutes each). Prepare evening presentation. Hold evening opening community meeting with visioning presentation and prioritization activities.
- DAY 2: Continue stakeholder focus group meetings and fieldwork.
- DAY 3: Conduct walkability audits. Follow with technical training presentation and community design tables (stakeholders and residents work together to draw their ideas on table maps).
- DAYS 4–7: Consultant team members will work on site in intense production developing recommendations, concepts, and illustrative graphics.
- DAY 5 or 6: Work progress briefing and review with TAC.
- DAY 7: Closing presentation of proposed recommendations and concepts to the community for feedback, comments, and guidance.

Task 4.3: LGC will compile a record of the process for inclusion in the final plan.

Task	Deliverable	Documentation
4.1	<i>Charrette Agenda</i>	<i>Charrette Agenda</i>
4.2	<i>Meetings, workshops, walkability audits, presentations</i>	<i>Copies of presentations, photos, participants lists</i>
4.3	<i>Summary of process and activity responses</i>	<i>Chapter in final plan</i>

Task 5: Draft and Final Corridor Plan

Based on input from the community engagement process, the LGC consultant team will prepare the plan document that builds upon existing complementary plans, such as the *2002 Oceano Specific Plan*, *2004 Oceano Drainage Study*, Cal Poly San Luis Obispo Cultural Environments Design Focus Studio summary report for Oceano, and the San Luis Obispo Council of Governments *2010 Regional Transportation Plan-Preliminary Sustainable Communities Strategy*.

Task 5.1: Review Proposed Plan Contents. Two weeks after the charrette, the consultant team will prepare an outline of the plan and a list of outstanding questions, concerns or critical or controversial issues that might have emerged during or after the charrette. These documents will be circulated to the County, TAC and Caltrans for direction.

Task 5.2: Draft Plan Preparation. Within three months after the charrette, the LGC project team will prepare the draft plan. The plan will be graphically illustrated with maps, cross sections, site plan sketches and diagrams, photos and perspectives easily understood by the general public. The plan will identify small and immediately feasible public infrastructure enhancements and longer-term projects that are more capital intensive. It

will also contain a record of the charrette process, proposed timing and prioritization for implementation of the recommendations, and potential funding sources. Core components will include:

- An overall community development and circulation framework plan for streets, public spaces, and development opportunity sites. The plan will focus on balancing the mobility needs of all types of users, with traffic calming designs and streetscape elements to provide safety, community appeal, and identity.
- Conceptual designs for short and long-term site, street and infrastructure improvements, and development strategies suitable for future funding programming and grant applications. Plan view drawings (or others as needed) for all proposed facilities will be provided in scaleable format accompanied with estimates of probable cost based on cited professional standards.
- An assessment of the potential for nonresidential development that capitalizes on local resources and amenities, such as agriculture and tourism, and expands opportunities for local residents to increase income and wealth.

Task 5.3: Draft Plan Review and Revisions. LGC will submit the Draft Plan to the County for review by the TAC, Caltrans, and members of the CSG for initial review and comment, and then wider circulation. The County will send Draft Plan copies to the CSG and other interested parties for review and comment. The LGC will organize and attend one community meeting to present the Draft Plan and conduct discussion and feedback. The LCC will deliver a summary of comments and consensus decisions at this workshop. The County will review the written comments and respond with appropriate wording for any necessary corrections. The County will provide a consolidated set of consistent comments to the LGC team for one round of revisions and plan finalization.

Task 5.4: Community Presentation. The LGC team will present the completed plan to the Community at a meeting to hear comments and seek agreement or revisions. LGC and County will review input received for possible inclusion in the Final Plan.

Task 5.5: Final Plan and Presentation. The LGC team will present the Final Plan to the County Board of Supervisors for adoption and implementation decisions.

Task	Deliverable	Documentation
5.1	<i>Outline of plan contents and issues for direction</i>	<i>Outline and issues list</i>
5.2	<i>Draft plan document</i>	<i>75+ page plan in pdf format</i>
5.3	<i>Draft plan review and revisions</i>	<i>Revised plan based on review comments in pdf format, web access, and paper formats.</i>
5.4	<i>Presentation of the plan to the community</i>	<i>Copy of presentation, participant list</i>
5.5	<i>Presentation of the plan to the County Board of Supervisors</i>	<i>Copy of presentation, agenda, staff report, minutes</i>

**California Department of Transportation
Transportation Planning Grants
Fiscal Year 2011-2012**

PROJECT TIMELINE

Project Title:		Oceano Revitalization Plan										Grantee:		County of San Luis Obispo																									
	Fund Source					Fiscal Year 2011/12							FY 2012/13							FY 2013/14																			
Tasks	Responsible Party	Total Cost	Grant 90%	Local 7.5%	kind 2.5%	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	Deliverable	
Task 1. Administration and Contracting																																							
Task 1.1 Kickoff meeting and contracting	SLO County	\$3,204	\$2,317	\$193	\$694																																Kick-off meeting, project contracts		
Task 1.2 Reporting and invoicing	SLO County	\$4,282	\$748	\$62	\$3,472																																Quarterly reports & invoices		
Subtotal		\$7,486	\$3,065	\$255	\$4,166																																		
Task 2. Project Planning and Coordination																																							
Task 2.1 Convene technical advisory team	SLO County	\$10,592	\$9,777	\$815																																	Minimum 2 TAG meetings		
Task 2.2 Convene community advisory group	SLO County/LGC	\$4,600	\$4,246	\$354																																	Minimum 2 CAG meetings		
Task 2.3 Data collection and analysis	LGC Team	\$7,808	\$7,207	\$601																																	Compiled planning & traffic data		
Task 2.4 Map preparation	LGC Team	\$2,980	\$2,751	\$229																																	Base mpas		
Subtotal		\$25,980	\$23,982	\$1,998	\$0																																		
Task 3. Public Outreach and Publicity																																							
Task 3.1 Prepare outreach list	LGC	\$1,840	\$1,698	\$142																																	process and results; photos of workshops, walkability audit;		
Task 3.2 Produce outreach materials	LGC	\$2,880	\$2,658	\$222																																	Bilingual flyers and posters		
Task 3.3 Distribute outreach materials	LGC/SLO County	\$4,060	\$3,748	\$312																																	Distribution through schools, chuches, business & other locations		
Task 3.4 Electronic and print media publicity	LGC/SLO County	\$3,130	\$2,889	\$241																																	Media announcements, web postings		
Subtotal		\$11,910	\$10,994	\$916	\$0																																		
Task 4. Community Design Charrette																																							
Task 4.1 Agenda and coordination	LGC	\$5,380	\$4,966	\$414																																	Charrette agenda		
Task 4.2 Conduct charrette events	LGC	\$67,132	\$61,968	\$5,164																																	Meetings, workshops, walk audits, presentations, design production		
Task 4.3 Summary of process and input	LGC	\$970	\$895	\$75																																	Summary of process & activity responses		
Subtotal		\$73,482	\$67,830	\$5,652	\$0																																		
Task 5. Draft and Final Plan																																							
Task 5.1 Review proposed contents with advisory team	LGC Team	\$4,156	\$3,836	\$320																																	Report outline and issues list for review		
Task 5.2 Prepare review draft	LGC Team	\$19,216	\$17,738	\$1,478																																	Draft review document		
Task 5.3 Draft plan review and revisions	LGC Team	\$10,866	\$10,030	\$836																																	Community meeting		
Task 5.4 Community Presentation	LGC Team	\$7,300	\$6,738	\$562																																	Revisions and final plan document		
Task 5.5 Final Plan and Presentation	LGC Team	\$6,242	\$5,762	\$480																																	Presentation to Board of Supervisors		
Subtotal		\$47,780	\$44,105	\$3,675	\$0																																		
TOTALS		\$166,638	\$149,974	\$12,498	\$4,166																																		